



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code FOOTHIL665		SC	Dept. PHL	A	Contract Number 02-253 A-5	
County Department Department of Public Health				Dept. PHL	Orgn.	Contractor's License No.	
County Department Contract Representative Bruce Fordon				Telephone (909) 387-2451		Total Contract Amount \$597,188	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code			Contract Start Date 03/01/2002	Contract End Date 02/29/2004	Original Amount \$246,929	Amendment Amount \$134,761	
Fund AAA	Dept. PHL	Organization 3715	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.	Amount \$134,761	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Ryan White			Estimated Payment Total by Fiscal Year				
			FY 03/04	Amount \$134,761	I/D I	FY	Amount
Comprehensive AIDS							
Resources Emergency							
(CARE) Act Services							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Foothill AIDS Project

hereinafter called Contractor

Address
233 Harrison Avenue

Claremont CA 91711
Telephone
(909) 482-2066

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5

It is hereby agreed to amend Contract number 02-253 as follows:

SECTION III Contractor General Responsibilities:

Paragraph G, Change of Address, is amended to read, "Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers."

Paragraph Y, Health Insurance Portability Act, added to read, "Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in Attachment H, Business Associate Agreement, hereby incorporated by this reference."

SECTION V Fiscal Provisions:

Paragraph A is amended to read, "The maximum amount of payment under this contract shall not exceed \$309,929 for services provided under this Contract from March 1, 2002 through February 2, 2003, \$152,498 for services provided under this Contract from March 1, 2003 through June 30, 2003, and \$134,761 for services provided under this Contract from July 1, 2003 through February 29, 2004, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem."

SECTION VIII Contract Term:

Paragraph A is amended to read, "This Contract is effective on March 1, 2002 and expires February 29, 2004, but may be terminated earlier in accordance with the provisions of this Contract as stated in Section IX, Early Termination."

SECTION X General Provisions:

Paragraph A is amended to read, "When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor:	Foothill AIDS Project 233 Harrison Avenue Claremont CA 91711
County:	County of San Bernardino Human Services System Attn: Contracts Unit 150 S. Lena Road San Bernardino, CA 92415-0515
County (<i>Insurance Information Only</i>):	County of San Bernardino c/o Insurance Data Services P.O. Box 12010 – CB Hemet, CA 92546-8010"

ATTACHMENT A:

Scope of Work: Add Attachment A dated July 1, 2003.

ATTACHMENT E:

Line Item Service Budget/Narrative Budget Description: Add Attachment E dated July 1, 2003.

This Amendment is effective as of July, 1 2003.

All other terms and conditions of this contract remain in full force and effect.

COUNTY OF SAN BERNARDINO

Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

FOOTHILL AIDS PROJECT

(Print or type name of corp, company, contractor, etc.)

By: _____
(*Authorized signature – sign in blue ink*)

Name: _____
Ty Ramsower
(Print or type name of person signing contract)

Title: _____
Executive Director

Dated: _____

Address: 233 Harrison Avenue
Claremont CA 91711

Approved as to Legal Form	Reviewed as to Contract Compliance	Presented to BOS for Signature
► Charles Larkin, County Counsel	► Lori Ciabattini, Contract Compliance	► James A. Felten, Public Health Programs Administrator
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By